

# **EXHIBIT S**

## ABOUT

Compan

Press

Job

Terms

Privacy

Platform

## Libraries

Platform Policy

By using the Instagram Platform, you agree to this policy. By "Platform" we mean a set of APIs, SDKs, plugins, code, specifications, documentation, technology, and services (such as content) that enable others, including application developers and website operators, to retrieve data from Instagram or provide data to us. We reserve the right to change this policy at any time without notice, so please check it regularly. Your continued use of the Instagram Platform constitutes acceptance of any changes. You also agree to and are responsible for ensuring that you comply with the [Instagram Terms of Use](#) and [Instagram Community Guidelines](#).

We provide the Instagram Platform to support several types of apps and services. First, we provide them to help members of our community share their own content with apps or services. We also support apps and services that help brands and advertisers understand and manage their audience, develop their content strategy, and obtain digital rights. Finally, we provide the Instagram Platform to help broadcasters and publishers discover content, get digital rights to media, and share media using web embeds. The Instagram Platform is not intended for other types of apps or services. For those we do support, the following terms and information also apply:

## A General Terms

1. Ensure your app is stable and easily navigable. For example, verify that you have integrated Login correctly. Your app shouldn't crash or hang during the testing process.
  2. Don't confuse, deceive, defraud, mislead, or harass anyone.
  3. Be transparent about your identity and your app's identity.
  4. Don't use the Instagram Platform for any app that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
  5. Don't store or cache Instagram login credentials.
  6. Follow any instructions we include in our technical documentation.
  7. Provide meaningful customer support for your app, and make it easy for people to contact you.
  8. Provide a publicly accessible privacy policy that tells people what you collect and how

INTERNET ARCHIVE  
**Wayback Machine**

https://www.instagram.com/about/legal/terms/api/ Go FEB MAR APR  
12 2018 2019 2020 Log In  
17,279 captures 30 Apr 2012 - 14 Jan 2021 About this capture

Case 1:19-cv-09617-KPF Document 67-19 Filed 06/21/21 Page 3 of 7

8. Provide a publicly accessible privacy policy that tells people what you collect and how you will use this information.

9. If you allow third parties to serve content, including advertisements, or collect information directly from visitors, including placing or recognizing cookies on visitors' browsers, disclose this in your privacy policy.

10. Comply with your privacy policy.

11. Comply with any requirements or restrictions imposed on usage of Instagram user photos and videos ("User Content") by their respective owners. You are solely responsible for making use of User Content in compliance with owners' requirements or restrictions.

12. Remove within 24 hours any User Content or other information that the owner asks you to remove.

13. Obtain a person's consent before including their User Content in any ad.

14. Only store or cache User Content for the period necessary to provide your app's service.

15. If you store or cache User Content, keep it up to date. For example, if a user marks a photo as "private", you must reflect that change by removing the content as soon as reasonably possible.

16. Don't use the Instagram Platform to simply display User Content, import or backup content, or manage Instagram relationships, without our prior permission.

17. Don't participate in any "like", "share", "comment" or "follower" exchange programs.

18. Don't use follower information for anything other than analytics without our prior permission. For example, don't display these relationships in your app.

19. Only use the POST and DELETE endpoints after a business has taken an explicit action in your app requesting you to do so.

20. Only use the POST and DELETE likes, comments, and relationships endpoints to enable businesses to manage communication with people who have expressed interest in them. Don't use these endpoints for non-business purposes.

21. Only use the INSIGHTS DATA endpoint to inform the account holder of their own analytics information. Do not use it for any other service and do not share it with any third parties.

22. Ensure your comments are uniquely tailored for each person. Don't post unauthorized commercial communications or spam on Instagram.

23. Don't enable a business to take more than one action on Instagram at a time.

24. Respect the limits we've placed on Instagram functionality and the way Instagram looks and functions. Don't offer experiences that change it.

25. Don't attempt to build an ad network on Instagram.

26. Don't attempt to identify groups of individuals or create demographic clusters for the purpose of contacting or targeting Instagram members on or off Instagram.

3:39 PM 2/10/2021 NEWS000158

Case 1:19-cv-09617-KPF Document 67-19 Filed 06/21/21 Page 4 of 7

INTERNET ARCHIVE WayBack Machine https://www.instagram.com/about/legal/terms/api/ Go FEB MAR APR 12 2018 2019 2020 Log In 17,279 captures 30 Apr 2012 - 14 Jan 2021 About this capture

27. Protect the information you receive from us against unauthorized access, use, or disclosure. For example, don't use data obtained from us to provide tools that are used for surveillance.

28. Don't transfer any data that you receive from us (including anonymous, aggregate, or derived data) to any ad network, data broker, influencer network, or other advertising or monetization-related service.

29. You can administer a promotion on Instagram if you comply with Instagram's promotions policies and all applicable laws and regulations.

30. Only incentivize a person to log into your app or enter a promotion. Don't incentivize other actions.

31. If you want to facilitate or promote online gambling, online real money games of skill, or online lotteries, get our written permission before using any of our products.

32. Don't use an unreasonable amount of bandwidth, or adversely impact the stability of Instagram.com servers or the behavior of other apps using the Instagram Platform.

33. Don't reverse engineer the Instagram APIs or any of Instagram's apps.

34. Don't sell, lease, or sublicense the Instagram Platform or any data derived through the Platform.

35. Comply with all applicable laws or regulations. Don't provide or promote content that violates any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality. Don't expose Instagram or people who use Instagram to harm or legal liability.

**B. Sharing to Stories**

1. Stories must not include any logos, watermarks, calls-to-action, other promotional content.
2. Additional policies for Stories with Attribution: a. Stories must not be generic (i.e., only enable people to share unique and personal content). b. If a person clicks on your Story, ensure you direct them to an experience that enhances the Story and/or enables them to create their own Story.

**C. Brand Assets**

Comply with Instagram's Brand Guidelines. Don't use the trademarks of Instagram or its affiliates without written permission, including as authorized by applicable brand guidelines.

**D. Things you should know**

1. Instagram primarily communicates with developers through email. Please ensure that the email addresses associated with your Instagram account are current and that you don't filter out these messages.

3:40 PM 2/10/2021 NEWS000159

1. Instagram primarily communicates with developers through email. Please ensure that the email addresses associated with your Instagram account are current and that you don't filter out these messages.
  2. Instagram may rate limit or block apps that make a large number of calls to the API that are not primarily in response to direct user actions.
  3. Enforcement is both automated and manual, and can include disabling your app, restricting you and your app's access to Instagram Platform, requiring that you delete data, terminating our agreements with you or any other action that we deem appropriate.
  4. Instagram may change, suspend, or discontinue the availability of any Instagram Platform at any time. In addition, Instagram may impose limits on certain features and services or restrict your access to parts or all of the Instagram APIs or the Instagram website without notice or liability.
  5. If Instagram elects to provide you with support or modifications for the Instagram Platform, this support may be terminated at any time without notice to you.
  6. Instagram reserves the right to charge fees for future use of or access to the Instagram Platform.
  7. Instagram doesn't guarantee that the Instagram Platform is free of inaccuracies, errors, bugs, or interruptions, or is reliable, accurate, complete, or otherwise valid.
  8. Licensed Uses and Restrictions: The Instagram Platform is owned by Instagram and is licensed to you on a worldwide (except as limited below), non-exclusive, non-sublicenseable basis in accordance with these terms. Your license to the Instagram Platform continues until it is terminated by either party. Please note that User Content is owned by users and not by Instagram. All rights not expressly granted to you are reserved by Instagram.
  9. You represent and warrant that you own or have secured all rights necessary to display, distribute and deliver all content in your app or website. To the extent your users are able to share content from your app or website on or through Instagram, you represent and warrant that you own or have secured all necessary rights for them to do so in accordance with Instagram's available functionality.
  0. You represent and warrant that you satisfy all licensing, reporting, and payout obligations to third parties in connection with your app or website.
  1. You give us all rights necessary to enable your app to work with Instagram, including the right to incorporate information you provide to us into other parts of Instagram, and the right to attribute the source of information using your name and logos.
  2. You are responsible for restricting access to your content in accordance with all applicable laws and regulations, including geo-filtering or age-gating access where required.
  3. You grant us and our affiliates a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any data, content, and other information made available by you or on your behalf in connection with your use of our Platform. This

13. You grant us and our affiliates a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any data, content, and other information made available by you or on your behalf in connection with your use of our Platform. This license survives even if you stop using the platform feature. You are responsible for obtaining the necessary rights from all applicable rights holders to grant this license. Any API made available by you or on your behalf in connection with the platform features is deemed part of your app.
14. Disclaimer of Any Warranty: Instagram Platform and all data derived through such Platform are provided "as is" with no warranty, express or implied, of any kind and Instagram expressly disclaims any and all warranties and conditions, including but not limited to, any implied warranty of merchantability, fitness for a particular purpose, availability, security, title and non-infringement. You are solely responsible for any damage that results from the use of any Instagram Platform and all any data derived through such Platform including, but not limited to, any damage to your computer system or loss of data.
15. Limitation of Liability: Instagram shall not, under any circumstances, be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the Instagram Platform and any data derived through such Platform, whether based on breach of contract, breach of warranty, tort (including negligence, product liability or otherwise), or any other pecuniary loss, whether or not Instagram has been advised of the possibility of such damages. Under no circumstances shall Instagram be liable to you for any amount.
16. Release and Waiver: To the maximum extent permitted by applicable law, you hereby release and waive all claims against Instagram, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Instagram Platform and data derived through such Platform. If you are a California resident, you waive your rights under California Civil Code 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.
17. Hold Harmless and Indemnify: To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Instagram and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third-party claim arising from or in any way related to your use of the Instagram Platform and any data derived through the Platform, including any liability or expense arising from all claims, losses, damages (actual and/or consequential),

no circumstances shall Instagram be liable to you for any amount.

16. **Release and Waiver:** To the maximum extent permitted by applicable law, you hereby release and waive all claims against Instagram, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Instagram Platform and data derived through such Platform. If you are a California resident, you waive your rights under California Civil Code 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.
17. **Hold Harmless and Indemnify:** To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Instagram and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third-party claim arising from or in any way related to your use of the Instagram Platform and any data derived through the Platform, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Instagram shall use good faith efforts to provide you with written notice of such claim, suit or action.
18. **Relationship of the Parties:** Notwithstanding any provision hereof, for all purposes of the Instagram Platform Terms, you and Instagram shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You don't have any authority to assume or create any obligation for or on behalf of Instagram, express or implied, and you must not attempt to bind Instagram to any contract.
19. **Invalidity of Specific Terms:** If any provision of the Instagram Platform Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and that the other provisions remain in full force and effect.
20. **No Waiver of Rights by Instagram:** Instagram's failure to exercise or enforce any right or provision of the Instagram Platform Terms shall not constitute a waiver of such right or provision.